



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



October 18, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE SOLE SOURCE AGREEMENT
FOR DIGITAL VOICE LOGGING RECORDER SYSTEM
MAINTENANCE AND SUPPORT SERVICES
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking your Board's approval of a Sole Source Agreement with Voice Print International (VPI), Inc. for Digital Voice Logging Recorder System Maintenance and Support Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the Board to sign the attached Sole Source Agreement with VPI for Digital Voice Logging Recorder System Maintenance and Support Services at facilities throughout Los Angeles County (County) for a Maximum Contract Sum not to exceed \$1,996,635.34. The term of the Agreement shall be for three years from November 2, 2011, through November 1, 2014, with two additional one-year option periods, plus one additional six-month period in any increment, for a total term not to exceed five years and six months.

2. Delegate authority to the Sheriff or his designee to execute all Change Orders and Amendments to the Agreement, as specified in Section 6.0, Change Orders and Amendments of the Agreement, including Amendments to the Agreement that exercise the extension options; when the original contracting entity has merged, been purchased, or otherwise changed; to include new or revised

standard County contract provisions adopted by your Board during the term of the Agreement; and to add, delete, or replace any System components that do not increase the Maximum Contract Sum.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to continue receiving System Maintenance and Support Services from VPI for the 48 Digital Voice Logging Recorders (the System) located at facilities throughout the County that are operated by the Department's Data Systems Bureau.

There are currently millions of archived recordings that require the use of VPI software and hardware to meet evidentiary requirements for the judicial system. Approval of the recommended actions will allow the Department to continue these services which are critical to the operational integrity of the Department's patrol operations.

Implementation of Strategic Plan Goals

The recommended service supports the County's Strategic Plan, Goal 1, Organizational Effectiveness; and Goal 5, Public Safety. Specifically, the Agreement will allow the Department to continue to accurately capture and catalog analog voice radio transmissions, 911 emergency telephone calls, and routine calls for service. Recordings are routinely required for criminal and civil court proceedings, as well as the Department's internal investigations.

FISCAL IMPACT/FINANCING

The Department has identified funding in the amount of \$339,322.56 in the Fiscal Year 2011-12 operating budget. The Department will continue to allocate the funds required to continue these services throughout the duration of the Agreement.

The Maximum Contract Sum for the term of the Agreement shall not exceed \$1,996,635.34.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These services have been provided during the last five years by VPI under Sole Source Agreement Number 75630 for maintenance and repair services, which was approved by your Board on May 2, 2006. The Department has utilized the System purchased from VPI for over eight years.

The Chief Information Officer recommends approval of this Agreement (CIO Analysis attached). County Counsel has reviewed and approved the Agreement as to form.

CONTRACTING PROCESS

On August 16, 2011, the Department submitted a letter to your Board providing advance notification that the Department intended to enter into sole source negotiations with VPI. The Agreement is sole source because the System may only be serviced by VPI, due to the proprietary nature of their voice

The Honorable Board of Supervisors

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print technology and equipment. VPI does not train, certify, license, or otherwise endorse any third party to provide support, maintenance, and/or upgrade services to their proprietary Voice Print technology.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure uninterrupted required maintenance and support services of the System currently operated by the Department's Data Systems Bureau.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this action and two fully executed copies of the Agreement to the Department's Contracts Unit

Sincerely,



LEROY D. BACA

Sheriff

LDB:TEF:tf

Enclosures



**AGREEMENT
FOR
DIGITAL VOICE LOGGING RECORDER SYSTEM
MAINTENANCE AND SUPPORT SERVICES
FOR
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
VOICE PRINT INTERNATIONAL, INC.**

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND VOICE PRINT INTERNATIONAL, INC.
FOR DIGITAL VOICE LOGGING RECORDER SYSTEM
MAINTENANCE AND SUPPORT SERVICES**

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EXHIBITS

- EXHIBIT A - ADDITIONAL TERMS AND CONDITIONS
- EXHIBIT B - STATEMENT OF WORK
- EXHIBIT C1 - CONTRACT DISCREPANCY REPORT
- EXHIBIT C2 - PERFORMANCE REQUIREMENTS SUMMARY CHART
- EXHIBIT D - EQUIPMENT LIST AND PRICE SCHEDULE
- EXHIBIT E - CONTRACTOR’S EEO CERTIFICATION

*County of Los Angeles
Sheriff's Department*

*Digital Voice Logging Recorder System
Maintenance and Support Services*

- EXHIBIT F1 - CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
- EXHIBIT F2 - CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
- EXHIBIT G - SAFELY SURRENDERED BABY LAW
- EXHIBIT H - CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE
- EXHIBIT I - DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE
- EXHIBIT J - CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM
- EXHIBIT K- ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW
PARTICIPANTS
- EXHIBIT L - CERTIFICATION OF NO CONFLICT OF INTEREST
- EXHIBIT M- FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
- EXHIBIT N- USER ACKNOWLEDGEMENT INFORMATION TECHNOLOGY ASSETS,
COMPUTERS, NETWORKS, SYSTEMS AND DATA

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND VOICE PRINT INTERNATIONAL, INC.
FOR DIGITAL VOICE LOGGING RECORDER SYSTEM
MAINTENANCE AND SUPPORT SERVICES**

THIS AGREEMENT is entered into by and between the County of Los Angeles ("County") and Voice Print International, Inc., organized under the laws of the State of California, located at 160 Camino Ruiz, Camarillo, California 93012 ("Contractor"), to provide Digital Voice Logging Recorder System Maintenance and Support Services for the Los Angeles County Sheriff's Department ("Department").

WHEREAS, County, through the Department, desires continued original equipment manufacturer (OEM) required maintenance and support services for the System, including all Digital Voice Logging Recorders, previously purchased from Contractor;

WHEREAS, the specialized hardware and software require, among other things, preventive maintenance, major repairs, security patches, and software upgrades to ensure continuous operations;

WHEREAS, County does not have the knowledge and technical expertise necessary to provide the required services;

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1.0 AGREEMENT AND INTERPRETATION

- 1.1 Agreement. This base document along with Exhibits A through N, any attachments attached hereto or thereto, and any executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

*County of Los Angeles
Sheriff's Department*

*Digital Logging Recorder System
Maintenance and Support Services*

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of the maintenance and support services and any other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1 Exhibit A - Additional Terms and Conditions

1.2.2 Exhibit B - Statement of Work

1.2.3 Exhibit C1 - Contract Discrepancy Report

Exhibit C2 - Performance Requirements Summary Chart

1.2.4 Exhibit D - Equipment List and Price Schedule

1.2.5 Exhibit E - Contractor's EEO Certification

1.2.6 Exhibit F1- Contractor Employee Acknowledgement and Confidentiality Agreement

Exhibit F2 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement

1.2.7 Exhibit G - Safely Surrendered Baby Law

1.2.8 Exhibit H - Contractor Employee Jury Service Ordinance

1.2.9 Exhibit I - Defaulted Property Tax Reduction Program Ordinance

1.2.10 Exhibit J - Certification of Compliance with the County's Defaulted Property Tax Reduction Program

1.2.11 Exhibit K - Attestation of Willingness to Consider Gain/Grow Participants

1.2.12 Exhibit L - Certification of No Conflict of Interest

1.2.13 Exhibit M - Familiarity with the County Lobbyist Ordinance Certification

1.2.14 Exhibit N - User Acknowledgement Information Technology Assets, Computers, Networks, Systems and Data

- 1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2.0 DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

- 2.1 "Agreement" has the meaning set forth in Subparagraph 1.1 (Agreement).
- 2.2 "Amendment" has the meaning set forth in Paragraph 6.0 (Change Orders and Amendments).
- 2.3 "Board" means the Los Angeles County Board of Supervisors.
- 2.4 "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.5 "Change Order" has the meaning set forth in Paragraph 6.0 (Change Orders and Amendments).
- 2.6 "Contractor Key Personnel" has the meaning set forth in Subparagraph 4.3.
- 2.7 "Contractor Project Director" has the meaning set forth in Subparagraph 4.1 (Contractor Project Director).

- 2.8 "Contractor Project Manager" has the meaning set forth in Subparagraph 4.2 (Contractor Project Manager).
- 2.9 "Contractor Technical Staff" has the meaning set forth in Subparagraph 4.3.2 (Contractor Technical Staff).
- 2.10 "County" has the meaning set forth in the Recitals.
- 2.11 "County Counsel" means County's Office of the County Counsel.
- 2.12 "County Project Director" has the meaning set forth in Subparagraph 3.1 (County Project Director).
- 2.13 "County Project Manager" has the meaning set forth in Subparagraph 3.2 (County Project Manager).
- 2.14 "Deficiencies" means any malfunction, error, or defect in the design, development, or implementation of the System; any error or omission, or deviation from the specifications or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent workmanship, which results in the System, in whole or in part, not performing in accordance with the provisions of this Agreement, including Exhibit B (Statement of Work), and any executed Change Order or Amendment, as determined by County Project Director, in County Project Director's sole discretion.
- 2.15 "Department" has the meaning set forth in the Recitals.
- 2.16 "Digital Voice Logging Recorder" or "Equipment" means the hardware, software, and related accessories associated with each local implementation of County's digital voice logging recording system, each of which is specifically set forth in Exhibit D (Equipment List and Price Schedule) of this Agreement.
- 2.17 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.18 "Emergency" means when Digital Voice Logging Recorder(s) and/or the System is not recording any one (1) or more of its channels; or the System is in immediate danger of losing any recordings it has captured, or anytime the retrieval of a recording is unable to be performed and the specific recording is critical to an investigation of any matter wherein life, property, and/or the safety of others is at risk.
- 2.19 "Infringement Claims" has the meaning set forth in Paragraph 13.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).

- 2.20 "Initial Term" has the meaning set forth in Paragraph 7.0 (Term).
- 2.21 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Subparagraph 10.6 (Invoice Discrepancy Report).
- 2.22 "Jury Service Program" has the meaning set forth in Paragraph 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.23 "Maximum Contract Sum" has the meaning set forth in Paragraph 8.0 (Prices and Fees).
- 2.24 "Non-Emergency" means when a Digital Voice Logging Recorder(s) and/or the System are recording and archiving all recorded channels, but a non-critical portion of the System needs repair or replacement for full functionality.
- 2.25 "Notice of Delay" has the meaning set forth in Paragraph 64.0 (Notice of Delays) of Exhibit A (Additional Terms and Conditions).
- 2.26 "Option Term" has the meaning set forth in Paragraph 7.0 (Term).
- 2.27 "Service Ticket" has the meaning set forth in Exhibit B (Statement of Work).
- 2.28 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.29 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all attachments thereto, as the same may be amended by any approved Change Order or Amendment.
- 2.30 "System" means one or more Digital Voice Logging Recorders, including all components thereof, or all Digital Voice Logging Recorders collectively, used by the Department's Data Systems Bureau to capture both radio and telephone conversations which are routinely required for criminal and civil court proceedings as well as the Department's internal investigations.
- 2.31 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.32 "Term" has the meaning set forth in Paragraph 7.0 (Term).
- 2.33 "Updates" means any and all upgrades, enhancements, revisions, bug fixes, patches, modifications, and replacements to the software, including without

limitation those required to keep current with Contractor's technology standards and industry standards and to achieve and maintain System's compliance with applicable Federal, State, and local laws, rules, regulations, and ordinances.

- 2.34 "Watch Commander" means the highest ranking official on-duty at the time of any Equipment removal at a Sheriff Station or Department satellite unit.
- 2.35 "Work" means all tasks, subtasks, deliverables, goods, services, and other work required pursuant to this Agreement, including any executed Change Orders and Amendments hereto.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

- 3.1.1 "County Project Director" for this Agreement shall be the following person:

Joseph F. Gagliardi, Captain
Data Systems Bureau
12440 East Imperial Highway, Suite B190
Norwalk, California 90650
Phone: (562) 345-4351
Fax: (323) 415-3958
Email: JFGaglia@lasd.org

- 3.1.2 County will notify Contractor of any change in the name or address of County Project Director.
- 3.1.3 Except as set forth in Paragraph 6.0 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

3.2.1 "County Project Manager" for this Agreement shall be the following person:

Paul E. Drake, Lieutenant
Data Systems Bureau
12440 East Imperial Highway, Suite B190
Norwalk, California 90650
Phone: (562) 345-4101
Fax: (323) 415-3347
Email: pedrake@lasd.org

- 3.2.2 Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to this Subparagraph 3.2.2.
- 3.2.3 County shall notify Contractor of any change in the name or address of the County Project Manager.
- 3.2.4 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.
- 3.2.5 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
- 3.2.6 County Project Manager shall advise County Project Director as to Contractor performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
- 3.2.7 County Project Manager shall issue a Contract Discrepancy Report to Contractor whenever a contract discrepancy is identified, as stated in Exhibit B (Statement of Work). A sample Contract Discrepancy Report is attached hereto as Exhibit C1 (Contract Discrepancy Report).

- 3.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Subparagraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Subparagraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Subparagraph 3.3.
- 3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director

- 4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Jeff Visger
160 Camino Ruiz
Camarillo, California 93012
Phone: (800) 200-5430 ext. 5217
Cell Phone: (951) 378-0610
Fax: (805) 389-5202
Email: jvisger@vpi-corp.com

- 4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Agreement.
- 4.1.3 During the Term of this Agreement, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.
- 4.1.4 Contractor shall notify County in writing of any change in the name or address of Contractor Project Director.

4.2 Contractor Project Manager

- 4.2.1 "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Kim Pham
160 Camino Ruiz
Camarillo, California 93012
Phone: (800) 200-5430 ext. 5251
Fax: (805) 389-5202
Email: kpham@vpi-corp.com

- 4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.
- 4.2.3 Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County, or as determined by County Project Manager.

4.3 Approval of Contractor Staff

- 4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. County Project Director has the right to approve or disapprove any proposed replacement for Contractor Project Director and Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.
- 4.3.2 Contractor shall ensure that its personnel assigned to provide services under this Agreement are trained in the technology and trades and experienced to maintain and repair the System, and if appropriate, are licensed or certified to perform the Work required by this Agreement, including all Work set forth in Exhibit B (Statement of Work) of this Agreement.
- 4.3.3 During the Term of this Agreement, Contractor shall endeavor to assure continuity with Contractor personnel performing key functions under this Agreement, including systems engineers, programmers, and equipment repair technicians (collectively, "Contractor Technical Staff," and

together with Contractor Project Director and Contractor Project Manager, the "Contractor Key Personnel"). Notwithstanding the foregoing, County Project Director may require removal of any Contractor Technical Staff.

- 4.3.4 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) calendar days in advance of the desired removal date, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 4.3.5 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.
- 4.3.6 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5.0 WORK

- 5.1 Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other Work as set forth in this Agreement, including Exhibit B (Statement of Work).
- 5.2 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

6.0 CHANGE ORDERS AND AMENDMENTS

- 6.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6.0 (Change Orders and Amendments).

6.2 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.2.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Director.

6.2.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by Sheriff and Contractor.

6.2.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, then an Amendment to this Agreement shall be executed by the Board and Contractor.

6.2.4 Notwithstanding any paragraph above, for (1) any Option Term extension of the Agreement beyond the Initial Term, (2) modifications pursuant to Paragraph 39.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions), and (3) the addition, deletion, or replacement of any System component, including a Digital Voice Logging Recorder, that does not increase the Maximum Contract Sum, an Amendment to this Agreement shall be executed by Sheriff and Contractor.

6.3 Audit of Change Order Work

County is entitled to audit, in accordance with Paragraph 41.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6.0 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.

7.0 TERM

- 7.1 The Term of this Agreement shall be from November 2, 2011 through November 1, 2014, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The County has the option, at the Sheriff's discretion, to extend the term of this Agreement for up to two additional one (1) year periods, plus one 6-month period in any increment (each an "Option Term") for a total Agreement term not to exceed five (5) years and six (6) months. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be in the form of a written Amendment pursuant to Subparagraph 6.2.4 above and executed by the Sheriff and Contractor.
- 7.2 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1.

8.0 PRICES AND FEES

8.1 General

The prices and fees for this Agreement payable by County to Contractor for performing all goods, services and any other Work required under this Agreement shall be as set forth on Exhibit D (Equipment List and Price Schedule). All rates listed in Exhibit D (Equipment List and Price Schedule), specified by Contractor for the Initial Term and each Option Term, shall remain firm and fixed during the Term of this Agreement. Contractor shall not be entitled to payment or reimbursement for any maintenance and support services and any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term, inclusive of TMR services as defined in Paragraph 8.3. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall not, expressly or by implication, exceed \$1,996,635.34 and shall be allocated as set forth in Exhibit D (Equipment List and Price Schedule). Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price that is an agreed upon assessment of the amount to be paid by County to Contractor for the Term of the Agreement.

8.3 TMR Services

Exhibit D (Equipment List and Price Schedule) includes a price for each teardown, move, and reconfiguration (TMR) service (further defined in Exhibit B, Statement of Work) which may be required by County during the Term of this Agreement. Contractor shall provide up to six (6) TMR services at no charge to the County, and thereafter may charge a flat-rate fee of \$1,500 for each TMR. This fee shall include all costs of any repairs resulting from damage incurred during said TMRs, inclusive of all parts, labor and travel expenses for Contractor employees providing services under this Agreement. The TMR rate listed in Exhibit D (Equipment List and Price Schedule) shall remain firm and fixed through the Initial Term and subsequent Option Terms of this Agreement. County shall pay Contractor in arrears upon completion of each TMR in accordance with Paragraph 10.0 (Invoices and Payments) of this Agreement.

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

9.1 Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10.0 INVOICES AND PAYMENTS

10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Manager, as evidenced by County Project Manager's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

10.2 Submission of Invoices

10.2.1 For the required annual maintenance and support services, including but not limited to preventive maintenance, major repairs, security patches and software upgrades to ensure continuous operations, Contractor shall invoice County at the beginning of each year of the Agreement.

10.2.2 For TMR services, Contractor shall invoice County upon the successful completion of the TMR services.

10.2.3 All invoices and supporting documents under this Agreement shall be submitted to the following addresses:

Los Angeles County Sheriff's Department
Data Systems Bureau
12440 East Imperial Highway, Suite B190
Norwalk, California 90650
Attention: Lieutenant Paul E. Drake

With a copy to:

Los Angeles County Sheriff's Department
Accounts Payable
4700 Ramona Boulevard, Room 316
Monterey Park, California 91754

10.3 Detail. Each invoice submitted by Contractor shall include the Work described in Exhibit B (Statement of Work) for which payment is claimed and the amount of payment therefore at the rates set in Exhibit D (Equipment List and Price Schedule). Contractor shall prepare invoice format and content in the following manner:

- a. County Agreement Number
- b. Contractor Name and Address
- c. Contractor Federal Tax ID Number
- d. Billing Period
- e. Description of services provided or to be provided
- f. Service Ticket(s) (for TMR only)
- g. Total Amount Due
- h. Any additional supporting documentation and information reasonably requested by County

10.4 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.5 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.6 Invoice Discrepancy Report

County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR") to Contractor within ten (10) calendar days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to County Project Manager a written explanation detailing the basis for the charges within ten (10) calendar days of receipt of the IDR from County Project Manager. If County Project Manager does not receive a written response from Contractor within ten (10) calendar days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.7 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11.0 LIQUIDATED DAMAGES

11.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at such person's option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by County Project Director in a written notice describing the reasons for said action.

11.2 If County Project Director determines that there are deficiencies in the performance of this Agreement that are correctable over a certain timespan, County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct changes within said time frame, County Project Director may:

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions;
and/or

- 11.2.2 Deduct liquidated damages. In the event that Contractor fails to fulfill its obligations under Exhibit B (Statement of Work), Contractor and County agree that County will have actual damages. The Department will not be able to properly catalog and/or archive analog voice transmissions which may be utilized for criminal and civil court proceedings, as well as Department's internal investigations. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100.00 per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, attached hereto as Exhibit C2 of this Agreement, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- 11.2.3 Upon giving five (5) calendar days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from County, as determined by County.
- 11.2.4 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.
- 11.2.5 This Subparagraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Subparagraph 11.2, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

12.0 NOTICES

- 12.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3)

days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Paul E. Drake, Lieutenant
Data Systems Bureau
12440 East Imperial Highway, Suite B190
Norwalk, California 90650
Phone: (562) 345-4101
Fax: (323) 415-3347
Email: pedrake@lasd.org

With a copy to:

(2) Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754-2169
Attention: Assistant Director

To Contractor: Jeff Visger
160 Camino Ruiz
Camarillo, California 93012
Phone: (800) 200-5430 ext. 5217
Cell Phone: (951) 378-0610
Fax: (805) 389-5202
Email: jvisger@vpi-corp.com

12.1.1 The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13.0 ARM'S LENGTH NEGOTIATIONS

13.1 This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14.0 SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1.0 (Agreement and Interpretation), 2.0 (Definitions), 8.0 (Prices and Fees), 10.0 (Invoices and Payments), 11.0 (Liquidated Damages), 12.0 (Notices), 13.0 (Arm's Length Negotiations), 14.0 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Intentionally Left Blank]

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND VOICE PRINT INTERNATIONAL, INC.
FOR DIGITAL VOICE LOGGING RECORDER SYSTEM
MAINTENANCE AND SUPPORT SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

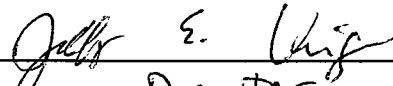
COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

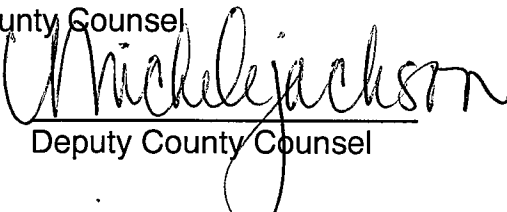
ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

VOICE PRINT INTERNATIONAL, INC.

By 
Title: Director

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By 
Deputy County Counsel

*County of Los Angeles
Sheriff's Department*

*Digital Logging Recorder System
Maintenance and Support Services*

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

DIGITAL VOICE LOGGING RECORDER SYSTEM MAINTENANCE AND SUPPORT SERVICES

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used herein (this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

- i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and
- ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed Contractor Non-Employee Acknowledgment and Confidentiality Agreement (Exhibit F2 of this Agreement) for each of subcontractor's employees performing Work under the subcontract. Such Agreements shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities

- 1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.
- 1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions

of the Agreement and any executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

- 2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

- 2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall

promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedures), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency),

Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under this Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit F1 to the Agreement) for each of its employees performing Work under the Agreement and an executed Contractor Non-Employee Acknowledgment and Confidentiality Agreement (Exhibit F2 to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 24.0 (Re-solicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

- 4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:
- 4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
 - 4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;
 - 4.1.3 The appointment of a receiver or trustee for Contractor; or
 - 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy

Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

- 5.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Agreement; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 5.2 In the event that County terminates this Agreement in whole or in part as provided in Subparagraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Subparagraph.
- 5.3 If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience).
- 5.4 The rights and remedies of County provided in this Paragraph 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

- 7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 EFFECT OF TERMINATION

8.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

- 8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 8.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages), of the body of the Agreement, to the extent applicable; and
- 8.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

8.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by

County to a new contractor, toward the end that there be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit D (Equipment List and Price Schedule) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Subparagraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

9.0 WARRANTY AGAINST CONTINGENT FEES

- 9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 9.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

11.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Agreement, Contractor represents, warrants and further covenants and agrees to the following:

- 11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.
- 11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.
- 11.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 11.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

12.0 INDEMNIFICATION AND INSURANCE

12.1 Indemnification

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 12.2 (General Provisions for All Insurance Coverage) and 12.3 (Insurance Coverage) of this

Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

12.2.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754

Attention: Contract Compliance Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

12.2.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

12.2.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

12.2.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternately, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

12.2.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

12.2.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

12.2.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

12.2.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain

County's prior review and approval of any subcontractor request for modification of the Required Insurance.

12.2.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

12.2.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

12.2.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12.2.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

12.2.13 Alternative Risk Financing Programs

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

12.2.14 County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12.3 Insurance Coverage

- 12.3.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 12.3.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 12.3.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

12.3.4 **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain

such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

13.0 INTELLECTUAL PROPERTY INDEMNIFICATION

13.1 Indemnification Obligation. Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder or the operation and utilization of Contractor's work under this Agreement (collectively in this Paragraph 13.0 [Intellectual Property Indemnification] "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

13.2 Procedures. County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of Services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

13.3 Remedial Acts. If Contractor fails to complete the remedial measures in Subparagraph 13.2 above within forty-five (45) calendar days of the date of the

written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the Software or damages or other costs or expenses (in this Subparagraph 13.3, "County's Remedial Acts"). Contractor shall indemnify County under Subparagraph 12.1 (Indemnification) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

14.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Agreements, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Agreement.

15.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 15.0 (Force

Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 16.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.
- 16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements Contractor may have with County.
- 16.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of an Agreement, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform an Agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 16.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 16.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 16.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 16.9 These terms shall also apply to subcontractors of County Contractors.

17.0 COMPLIANCE WITH APPLICABLE LAW

- 17.1 In the performance of this Agreement, Contractor's shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required

thereby to be included in this Agreement are hereby incorporated herein by reference.

- 17.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 17.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

18.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached hereto as Exhibit E, Contractor's EEO Certification.

- 19.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:
- 19.4.1 Title VII, Civil Rights Act of 1964;
 - 19.4.2 Section 504, Rehabilitation Act of 1973;
 - 19.4.3 Age Discrimination Act of 1975;
 - 19.4.4 Title IX, Education Amendments of 1973, as applicable; and
 - 19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;
 - 19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

- 19.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 19.0 (Nondiscrimination,

Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Subparagraph 2.3 (Dispute Resolution Procedures).

- 19.6 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Agreement, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

20.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 21.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by

Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

- 21.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents pursuant to Subparagraph 12.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

22.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Subparagraph 2.3 (Dispute Resolution Procedures) or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

23.0 CONFLICT OF INTEREST

- 23.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of this Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 23.0 (Conflict of Interest) shall be a material breach of this Agreement.

24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

24.2 Contractor acknowledges that County, in its discretion, may enter into an Agreement for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement. Contractor's Familiarity with the County Lobbyist Ordinance Certification is attached hereto as Exhibit M of the Agreement.

26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in

this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity. Contractor's Attestation of Willingness to Consider GAIN/GROW Participants is attached hereto as Exhibit K of the Agreement.

27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 30.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County Agreements are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).
- 30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

32.0 COMPLIANCE WITH JURY SERVICE PROGRAM

32.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy

of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

32.2 Written Employee Jury Service Policy

32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

32.2.2 For purposes of this Paragraph 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has an Agreement with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 32.0 (Compliance with Jury Service Program). The provisions of this Paragraph 32.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

32.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall

immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

- 32.2.4 Contractor's violation of this Paragraph 32.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 33.1 Each of Contractor's staff performing services under this Agreement, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 33.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 33.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 33.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 33.0 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

34.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

35.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

36.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

37.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

38.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

39.0 ASSIGNMENT BY CONTRACTOR

- 39.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 39.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.
- 39.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Subparagraph 39.1 of this Exhibit.
- 39.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

40.0 INDEPENDENT CONTRACTOR STATUS

- 40.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant,

employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

- 40.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 40.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 40.4 Contractor shall adhere to the provisions stated in Paragraph 3.0 (Confidentiality).

41.0 RECORDS AND AUDITS

- 41.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 41.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure Agreement prior to any disclosure. The nondisclosure Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County

during the Term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 41.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under the Agreement.
- 41.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by

County, but in no event shall County's payments to Contractor exceed the Maximum Agreement Sum.

41.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 41.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend this Agreement.

42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Manager, Sheriff's Department - Contracts Unit, 4700 Ramona Boulevard, Room 214, Monterey Park, CA 91754-2169.

43.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 43.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

44.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of this Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

45.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing

and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement

46.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

47.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER MAXIMUM CONTRACT SUM PROVISION)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

48.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

49.0 SAFELY SURRENDERED BABY LAW

49.1 Notice to Employees

Contractor shall notify and provide to its employees and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G (Safely Surrendered Baby Law) of

this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

49.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

51.0 PUBLIC RECORDS ACT

51.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 41.0 (Records and Audits) of this Exhibit; as well as those documents which were required to be submitted with this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

51.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

52.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM

- 52.1 This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 52.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 52.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 52.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and
 3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting an Agreement award.

53.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any

time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to Agreements made and to be performed within that State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

55.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

56.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

57.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict County or the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

58.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 59.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 59.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 59.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 59.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
1. Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and OAAC of this information prior to responding to a solicitation or accepting an Agreement award.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

62.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206, attached hereto as Exhibit I of the Agreement. Contractor's Certification of Compliance with the County's Defaulted Property Tax Reduction Program is attached hereto as Exhibit J of the Agreement.

63.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 62.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206, attached hereto as Exhibit I of the Agreement.

64.0 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

* * * * *

EXHIBIT B

STATEMENT OF WORK

DIGITAL VOICE LOGGING RECORDER SYSTEM MAINTENANCE AND SUPPORT SERVICES

STATEMENT OF WORK

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Statement of Work

1.0 INTRODUCTION

1.1 Purpose

The purpose of this Agreement is to provide the Los Angeles County Sheriff's Department (Department) with Digital Voice Logging Recorder System Maintenance and Support Services for the Department's Data Systems Bureau.

1.2 Background

1.2.1 The Department's System has forty-eight (48) Digital Voice Logging Recorders located at County facilities throughout Los Angeles County. These Digital Voice Logging Recorders are used to capture both radio and telephone conversations. Recordings are routinely required for criminal and civil court proceedings as well as the Department's internal investigations. These Digital Logging Recorders contain both hardware and software that can be monitored and serviced by Contractor either on-site at County facilities or remotely via the Sheriff's Data Network.

1.2.2 In order to ensure that the System continues to operate efficiently and effectively, the System, including the Digital Voice Logging Recorders, must be maintained and expeditiously repaired or replaced, as required herein, when problems are detected.

2.0 SCOPE OF WORK

2.1 Contractor shall provide maintenance and support services for the System, including the Digital Voice Logging Recorders, as directed by the Department's Data Systems Bureau. As part of Contractor's maintenance and support services, Contractor shall correct any and all Deficiencies in the System.

2.2 Contractor shall be required to maintain and service all forty-eight (48) Digital Voice Logging Recorders. Contractor shall provide a full-service repair program for the Digital Voice Logging Recorders set forth in Exhibit D (Equipment List and Price Schedule) according to the terms of, and in

the manner set forth in, this Agreement, including this Exhibit B (Statement of Work).

3.0 EQUIPMENT MAINTENANCE PROGRAM

3.1 General

Contractor shall service the entire geographical area of the County and shall provide unlimited remote access and/or on-site labor, diagnostics, and repairs to the Department's System, including the forty-eight (48) Digital Voice Logging Recorders, listed in Exhibit D (Equipment List and Price Schedule), located at facilities throughout the County.

3.2 Remote Access Diagnostics / Repairs

3.2.1 Contractor shall provide on-line (remote access) System diagnostics, maintenance, and repairs 24 hours per day, 7 days per week, 365/6 days per year. Exceptions shall be made for County network malfunctions which prohibit Contractor's remote access capabilities.

3.2.2 Contractor shall first attempt to remotely diagnose and repair County Equipment in accordance with Paragraph 3.5 below. If Contractor is unable to repair Equipment using remote diagnostics, Contractor shall dispatch Contractor Technical Staff to repair the Equipment pursuant to Subparagraph 3.3 and 3.5 below.

3.2.3 When providing remote access services, Contractor shall adhere to County's network security standards defined in Exhibit N (User Acknowledgement Information Technology Assets, Computers, Networks, Systems and Data).

3.3 On-Site Diagnostics / Repairs

3.3.1 On-site service calls at County facilities will normally occur Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Contractor understands that the workload may require service outside the 8:00 a.m. and 5:00 p.m. work schedule, on an as-needed basis, which may include weekends and holidays.

3.3.2 Contractor Technical Staff shall be responsible for installing all parts, components, equipment, and software necessary to effectuate the required service or repair of the System, including the Digital Logging Recorders.

3.3.3 Contractor Technical Staff must have all necessary parts, materials, and tools available on-site at County facilities when servicing and performing on-site repairs.

3.4 Addition/Deletion of County Equipment

County, at its sole discretion, reserves the right to add up to ten (10) additional 16-channel Digital Voice Logging Recorders to this Agreement at no extra charge to County. In like manner, County, in its sole discretion, reserves the right to delete up to ten (10) 16-channel Digital Voice Logging Recorders from this Agreement with no adjustment to the annual maintenance cost set forth in Exhibit D (Equipment List and Price Schedule). In the event any Digital Voice Logging Recorders are added or deleted in accordance with this paragraph during the Term of this Agreement, Exhibit D (Equipment List and Price Schedule) will be updated accordingly pursuant to Subparagraph 6.2.4 of the Agreement.

3.5 Service Response Time

3.5.1 Upon receipt of a call from County requesting service, Contractor shall open a Service Ticket. Contractor shall promptly utilize remote diagnostics for problem identification. If the problem cannot be corrected remotely within two (2) hours from the time the initial request for service call is received by Contractor, Contractor shall dispatch on-site support to the County facility, if necessary.

3.5.2 Contractor's on-site response time for unresolved Emergencies (as defined in Paragraph 2.18 of the Agreement) shall not exceed six (6) hours from the time a request for service call is placed by County.

3.5.3 Contractor's on-site response time for unresolved Non-Emergencies (as defined in Paragraph 2.24 of the Agreement) shall not exceed twenty-four (24) hours from the time a request for service call is placed by County.

3.6 Software Maintenance - Updates / Diagnostics / Repairs

Contractor shall provide all software Updates, diagnostics, and repairs to Contractor's proprietary software, SQL database software, and related applications at no additional charge to the County during the Term of the Agreement, and as needed to maintain the functionality of the System, including the Digital Voice Logging Recorders. In the event of software Updates which require upgraded hardware components to realize total software/hardware functionality, the acquisition and cost of such hardware shall be the responsibility of the County. All software Updates, diagnostics and repairs shall be performed in the manner specified in Subparagraphs 3.2 and 3.3 above.

3.7 Technical Support

Contractor shall provide both remote access (on-line) and telephonic technical support 24 hours a day, 7 days a week, 365/6 days a year. Exceptions shall be made for County network malfunctions which prohibit Contractor's remote access capabilities.

3.8 Unresolved Service Calls

If service call cannot be completed because, for example, parts must be ordered, the Contractor Technical Staff shall provide a full written description of the part(s) to be ordered, the expected delivery date of the parts, as well as an expected return-to-service date for the Equipment in question. Documentation for said removals is subject to the conditions outlined in Subparagraph 4.3 below.

Contractor shall immediately email the Service Ticket to:

voiceprintmaint@lasd.org

3.8.1 County-Owned Surplus Equipment; Replacement Equipment

In an effort to minimize downtime to the System, temporary replacement units must be utilized for System failures, including critical system failures, which cannot be immediately remedied, as set forth below.

- a. A critical system failure is one in which the System is incapable of recording, cataloguing, or playing back existing recordings per the specifications of, or published System capabilities of, the equipment manufacturer.
- b. Contractor shall install a County-owned surplus unit, if available, for any Digital Voice Logging Recorder that must be removed from County premises for repair. In the event a County-owned surplus unit is not available, Contractor may replace the failed Digital Voice Logging Recorder with a temporary replacement unit until all repairs have been effected.
- c. For incomplete/unresolved service calls that are not, or cannot, be resolved within twenty-four (24) hours, Contractor may install a replacement unit until such repairs have been effected to the original Equipment, in accordance with this Subparagraph 3.8.
- d. Contractor shall not remove Equipment from County premises until a replacement unit has been delivered to the site and/or without prior authorization from the Site Watch Commander. Documentation for said removals is subject to the conditions outlined in Subparagraph 4.3.
- e. In all instances, Contractor shall immediately notify the County Project Manager of the need for said replacement unit. Contractor shall arrange for the pick up and delivery of the replacement unit to the affected location.
- f. Contractor shall notify County Project Manager or designee within forty-eight (48) hours of removal of Equipment from County premises, as to when such Equipment will be repaired and returned.
- g. It is intended that any County-owned surplus Equipment as defined in this Subparagraph 3.8.1 or Contractor provided temporary replacement unit be used on a temporary basis only. If the original failed Equipment cannot be repaired within ten (10) calendar days, Contractor shall replace the entire Equipment with new Equipment of similar quality and features at no cost to County within five (5) Business Days.
- h. If County and Contractor agree that Equipment is at the end of life, Contractor shall replace the entire Equipment with new

Equipment of similar quality and features at no cost to County within a mutually agreed upon time frame.

3.9 Teardown, Move and Reconfiguration (TMR)

Contractor may be required to perform a teardown, move, and reconfiguration (TMR) for each item of Equipment identified in Exhibit D (Equipment List and Price Schedule) of the Agreement.

- 3.9.1 During the Term of this Agreement, County may elect, and Contractor shall provide, TMR services for up to six (6) items of Equipment at no additional cost to County.
- 3.9.2 County may elect, in like manner, to reduce the number of Equipment items scheduled for TMR, or to not implement any TMR during the Term of this Agreement, as determined in the best interest of the County.
- 3.9.3 For each TMR service which is additional to those six (6) described in Subparagraph 3.9.1, Contractor shall provide those services at the flat-rate TMR pricing which is set forth in Exhibit D (Equipment List and Price Schedule) for similar or like items in accordance with this Subparagraph 3.9.3. County shall not pay Contractor on a time and materials basis for TMR services.
- 3.9.4 For each TMR which is additional to those six (6) described in Subparagraph 3.9.1, Contractor may invoice for each TMR only after each identified item of Equipment scheduled for TMR has been successfully moved, and reconfigured to the satisfaction of County and approved by the County Project Director. Contractor shall not receive payment for TMR until all damages are repaired to the satisfaction of County, subject to the approval of County Project Director and subject to Subparagraph 3.9.9 below.
- 3.9.5 Equipment identified for TMR may be moved within a ten (10) mile geographic radius of their present location within Los Angeles County.
- 3.9.6 Contractor shall provide all necessary transportation, materials, tools, and qualified personnel to execute TMR services.
- 3.9.7 Any TMR service shall begin at a date and time to be determined by County Project Manager in consultation with Contractor. A

TMR service may occur over several days during the Term of the Agreement which may or may not be contiguous. Actual locations and instructions for the TMR will be provided to Contractor by the County Project Manager using documentation procedures acceptable to Contractor.

3.9.8 Contractor shall ensure that each identified item of Equipment scheduled for TMR has been successfully moved, and reconfigured to the satisfaction of County, subject to Subparagraph 3.9.9 and the approval of the County Project Manager.

3.9.9 Damages incurred, or repairs needed as a result of TMR services, shall be the sole responsibility of Contractor. All additional labor, parts, components, and/or materials required to repair damages resulting from said TMR shall be at the sole expense of Contractor. Contractor shall ensure that any and all damages are repaired to the satisfaction of County, and subject to the approval of County Project Manager.

4.0 CONTRACTOR RESPONSIBILITIES

4.1 Contractor shall provide to County Project Director both a Quality Control (QC) Plan and Quality Assurance (QA) Plan in accordance with Paragraphs 8.0 and 9.0 of this Exhibit B, Statement of Work.

4.2 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. At least one (1) Contractor employee must be available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, to respond to inquiries and complaints which may be received about Contractor's performance of the Agreement. Contractor shall provide an answering service to receive calls outside of normal business hours. Contractor shall respond to calls received by the answering service after normal business hours, on the next Business Day.

4.3 Service Calls – Equipment Documentation

4.3.1 Contractor shall maintain a complete service-call tracking system for each item of Equipment covered under this Agreement which shall minimally include:

- a. Dates and times service calls are placed;
- b. Dates and times service calls are dispatched and completed;
- c. Facility from which service call is placed;
- d. Name of the person who placed the service call;
- e. Make, model, and serial number of Equipment serviced;
- f. Description of problem;
- g. Description of Work completed or disposition of Work in progress, including a listing of parts replaced or placed on order (see Subparagraph 3.8);
- h. Documented service history of each piece of equipment;
- i. Service technician's full printed name;
- j. Service technician's signature; and
- k. Agreement Number.

- 4.3.2 Upon completion of each and every service call or TMR (see Paragraph 3.9), as the case may be, Contractor Technical Staff shall provide County personnel a completed Service Ticket for each call before leaving County premises.

Additionally, Contractor Technical Staff shall simultaneously email the Service Ticket to: voiceprintmaint@lasd.org

Service Tickets shall include:

- a. The service date;
- b. Service location;
- c. Make, model, and serial number of equipment serviced;
- d. Description of Work completed or disposition of Work in progress, including a listing of parts replaced or placed on order (see Subparagraph 3.8);
- e. Service technician's full printed name; and
- f. Service technician's signature.

- 4.3.3 Contractor shall maintain an electronic inventory of all Equipment identified in Exhibit D (Equipment List and Price Schedule). This inventory file must be transferred to County in a tabular format, which shall be delivered to County upon request.

- 4.3.4 Contractor shall, upon request and within one (1) calendar day, provide County Project Manager with any requested information regarding service calls/history of the Equipment.

4.4 Training

Contractor shall ensure that all Contractor employees providing services under this Agreement are trained and qualified in their assigned tasks relative to this Agreement, and have met the established Quality Control and Quality Assurance standards of Contractor, as approved by County, pursuant to this Exhibit B, Statement of Work, Paragraphs 8.0 and 9.0.

4.4.1 All Contractor Technical Staff shall be trained and certified directly by Contractor. Verification of certification must be provided to County upon request.

4.4.2 Contractor shall provide training programs for all new employees, and continuing, in-service training for all existing employees associated with this Agreement.

4.4.3 Contractor shall train its employees in their assigned tasks and in the safe handling of Contractor's materials, tools, and diagnostic equipment.

5.0 COUNTY RESPONSIBILITIES

5.1 County will provide Contractor with reasonable access to, and use of, the general facilities and services of County premises in order to enable Contractor to perform its obligations under this Agreement. County will appoint the appropriate and authorized persons from its staff to liaise with Contractor.

5.2 County will ensure that such County staff is reasonably available to Contractor as required for consultation and guidance with regard to all information, facilities, and services reasonably required by Contractor for the performance of its obligations under this Agreement.

5.3 County will be responsible for:

- providing an Uninterruptible Power Supply (UPS) for the computer hardware;
- the procurement and/or provision of all computer supplies and consumables;
- the procurement, installation, and checkout of an analog telephone line for remote diagnostics;
- the procurement of PC AnyWhere software for remote diagnostics;

- the procurement and updates of anti-virus software for the System;
- any regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Equipment;
- the correct use of the System in accordance with the manufacturer's operating instructions;
- backups of all call records on a periodic basis as prudently required;
- the security and integrity of all backups and recoveries of the software and data; and
- notifying and obtaining permission from Contractor before relocating or moving the System.

6.0 CONTRACTOR STAFF

6.1 Contractor shall staff one (1) Contractor Project Director and one (1) Contractor Project Manager to the project. The duties of Contractor Project Director and Contractor Project Manager are set forth below and further described in the Subparagraph 4.1 (Contractor Project Director) and Subparagraph 4.2 (Contractor Project Manager) of the Agreement.

6.2 Contractor shall ensure that both Contractor Project Director and Contractor Project Manager are able to receive telephonic communication from the Department, as needed, Monday through Friday, 8:00 a.m. to 5:00 p.m. Contractor Project Manager shall act as a central point of contact with County.

6.3 Contractor Project Manager

6.3.1 Contractor Project Manager shall be in the full-time employment of Contractor.

6.3.2 Contractor Project Manager shall have previous experience in the management of Work requirements for facilities of similar size and complexity and shall demonstrate previous experience in the management of Work requirements for Digital Voice Logging Recorders of the type and complexity listed in Exhibit D (Equipment List and Price Schedule) of this Agreement.

6.3.3 Contractor Project Manager shall be responsible for handling additions, deletions, and modifications to Exhibit D (Equipment List and Price Schedule) and resolving all service-related issues. County must have access to Contractor Project Manager during all

hours, 365/6 days per year. Contractor shall provide a telephone number where the Contractor Project Manager may be reached on a twenty-four (24) hour-per-day, 7 day per week basis.

- 6.3.4 Contractor Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Contractor Project Manager/alternate must be able to effectively communicate in English, both orally and in writing.
- 6.4 Contractor shall, upon execution of this Agreement, provide to County Project Director, upon request, any and all professional licenses or certificates of proposed Contractor Technical Staff assigned to perform services related to the maintenance, repair, and operation of the System described herein and throughout this Agreement. Further, Contractor shall annually provide, upon request, all updated documents described above to County Project Director.
- 6.5 Contractor employees providing services under this Agreement shall wear Contractor-provided identification badges at all times while conducting business at County facilities. Such badges shall be subject to approval by County Project Director in his sole discretion.
- 6.6 The conditions outlined in this Paragraph 6.0 (Contractor Staff) are supplemental to those listed in the Paragraph 4.0 (Administration of Agreement-Contractor) of the Agreement.

7.0 MATERIALS AND TOOLS

7.1 Contractor Materials and Tools

- 7.1.1 The purchase of all materials, tools, and diagnostic equipment (collectively, Tools) needed to provide the services under this Agreement is the sole responsibility of Contractor.
- 7.1.2 Contractor shall maintain all of its Tools in accordance with Occupational Safety and Health Administration (OSHA), or other regulatory standards as they may apply, and shall regularly check said Tools for safety and functionality. Contractor shall ensure that all Contractor employees wear safety and protective gear in accordance with OSHA and/or other regulatory employee safety standards.

7.2 Material Standards, Repairs

- 7.2.1 Contractor shall use either original equipment manufacturer (OEM) parts, or alternates that meet or exceed OEM standards. Contractor shall bear financial liability for any damages that may result from the use or installation of all parts, and shall bear the expense of repairing or replacing damaged County Equipment or other property.
- 7.2.2 When an article is mentioned by trade name or a manufacturer's name, it is intended to establish a standard of merit. Articles of other manufacturers may be used, provided they are of the same type and of equal quality. The Department shall be the sole judge as to "equal." All materials and equipment shall be new, or an approved type, or certified overhauled, and installed as recommended by the manufacturer. All materials and equipment shall be properly tested, regulated, adjusted and placed in proper operating condition before the Work can be accepted.
- 7.2.3 Contractor shall not charge County any freight charges related to delivery of Equipment or parts.

8.0 QUALITY CONTROL PLAN

- 8.1 Contractor shall establish and utilize a comprehensive Quality Control (QC) Plan. Contractor shall submit the QC Plan to the County Project Manager within ninety (90) calendar days after commencement of the Term of this Agreement. This QC Plan shall be used to ensure compliance with all Agreement administrative requirements. The plan shall include, but may not be limited to the following:
 - a. Activities to be monitored to ensure compliance with all Agreement requirements;
 - b. Method of monitoring technical staff to ensure that Agreement requirements are being met;
 - c. Samples of forms to be used in monitoring (employee time records, employee sign-in/out sheets, etc.);
 - d. Frequency of monitoring; and
 - e. The method for recording all inspections to be conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between

identification and completed corrective action, shall be provided to the County upon request.

9.0 QUALITY ASSURANCE PLAN

- 9.1. Contractor shall establish and utilize a comprehensive Quality Assurance (QA) Plan. Contractor shall submit the QA Plan to the County Project Manager within ninety (90) calendar days after commencement of the Term of this Agreement. The QA Plan and methods must provide adequate confidence to County that the services to be rendered will satisfy the outcomes identified by Contractor.
- 9.2. Minimally, the QA Plan must describe the method(s) for recording all inspections to be conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. All QA documentation shall be provided to County upon request.
- 9.3. The QA Plan must also outline Contractor's training programs respective of the services to be provided herein, as well as training and qualifying standards used to ensure that all technicians are equipped in the safe handling and usage of Contractor's materials, tools, and diagnostic equipment.

10.0 CONTRACTOR DAMAGES / CLEANUP

- 10.1 All damages incurred to the System by Contractor shall be repaired or replaced at Contractor's expense.
- 10.2 All such repairs or replacements shall be completed within the time requirements as determined by County. If Contractor fails to repair or replace damaged property, County will deduct the cost of repairs for such damages, as determined by County, from existing unpaid invoices due Contractor, or from future invoices submitted by Contractor, or bill Contractor. In such event, the provisions of Subparagraph 36.0 (Damage to County Facilities, Buildings, or Grounds) of Exhibit A (Additional Terms and Conditions) of this Agreement shall apply.
- 10.3 Upon completion of Work, Contractor shall remove remaining excess materials from the Equipment. Any dirt, stains, or residues caused by the Work under this Agreement shall be cleaned off and removed.

11.0 WARRANTIES

11.1 Warranty of Professional Skills and Performance

For the services set forth in this Agreement, Contractor warrants that all Work performed under this Agreement will be performed in a timely and efficient manner using only qualified, skilled, or original equipment manufacturer (OEM) trained technical staff specifically qualified to maintain and repair the Equipment listed in Exhibit D (Equipment List and Price Schedule). Further, Contractor warrants that all maintenance and support services and any other Work performed by Contractor shall conform to the specifications for, and to the standards set by the OEM. for the Equipment listed in Exhibit D (Equipment List and Price Schedule).

11.2 Warranty to Maintain Equipment within Specifications

Contractor warrants that it will maintain the System free from defects and Deficiencies in workmanship and materials so that the System shall conform to the performance capabilities, characteristics, specifications, functions, and standards applicable thereto, as published by the original equipment manufacturer (OEM) thereof.

12.0 ACCEPTABILITY OF WORK

12.1 All Work by Contractor shall be done in a professional manner, and must be acceptable to technically qualified Department personnel designated by County. All Work shall be completed within time frames specified in Paragraph 3.0, and of a quality specified in the Quality Assurance Plan, Paragraph 9.0, and elsewhere in the Agreement.

13.0 DISCREPANCIES

13.1 If County determines that Work is not complete, not performed to standard, or for some other reason not acceptable, County and Contractor shall follow Dispute Resolution Procedures set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) of the Agreement.

14.0 MEETINGS

- 14.1 At various times throughout the Term of the Agreement, Contractor may be required to attend meetings called by the Department. The purpose of these meetings will be to discuss and resolve problems, and/or readjust assignments and working schedules to meet new needs. If reasonably possible, Contractor will be given written notice seven (7) calendar days prior to the meeting as to the date, time, and location. Meetings are not billable to County.

15.0 DEPARTMENT NETWORK SECURITY

- 15.1 Contractor, and its employees, shall comply with all Department IT security policies, standards, and procedures, as such may be updated from time to time throughout the Term of the Agreement, in accordance with Exhibit N (User Acknowledgement Information Technology Assets, Computers, Networks, Systems and Data). Each Contractor employee shall execute, and Contractor shall deliver to County Project Manager, Exhibit N (User Acknowledgement Information Technology Assets, Computers, Networks, Systems and Data) prior to employee being granted access to Sheriff's Data Network and/or performing services under the Agreement.
- 15.2 Contractor shall ensure that all Department data is retained in accordance with all Federal, state, and local laws.
- 15.3 Contractor shall demonstrate to Department from, time to time, as requested by Department, that all stored voice files are encrypted, free from tampering, and tamper-proof.
- 15.4 Contractor shall ensure that the System supports Microsoft software updates and security patches, and Department's most current standard anti-virus software (currently McAfee).

* * * * *

EXHIBT C1

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative _____ Date _____

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor Representative's Signature and Date

EXHIBIT C2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART **DIGITAL VOICE LOGGING RECORDER SYSTEM MAINTENANCE AND SUPPORT SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Subparagraph 3.5.2, Service Response Time	Contractor's on-site response time for unresolved Emergencies (as defined in Paragraph 2.18 of the Agreement) shall not exceed six (6) hours from the time a request for service call is placed by County.	Inspection and Observation	\$200 per occurrence
SOW: Subparagraph 3.5.3, Service Response Time	Contractor's on-site response time for unresolved Non-Emergencies (as defined in Paragraph 2.24 of the Agreement) shall not exceed twenty-four (24) hours from the time a request for service call is placed by County.	Inspection and Observation	\$200 per occurrence
SOW: Subparagraph 3.8.1(g), County-Owned Surplus Equipment; Replacement Equipment	It is intended that any County-owned surplus Equipment as defined in this Subparagraph 3.8.1 or Contractor provided temporary replacement unit be used on a temporary basis only. If the original failed Equipment cannot be repaired within ten (10) calendar days, Contractor shall replace the entire Equipment with new Equipment of similar quality and features at no cost to County within five (5) Business Days.	Inspection and Observation	\$200 per occurrence, per day that Equipment is not replaced
SOW: Subparagraph 3.8.1(h), County-Owned Surplus Equipment; Replacement Equipment	If County and Contractor agree that Equipment is at the end of life, Contractor shall replace the entire Equipment with new Equipment of similar quality and features at no cost to County within a mutually agreed upon time frame.	Inspection and Observation	\$200 per occurrence, per day that Equipment is not replaced

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
Digital Voice Print Logging Recorder System Maintenance and Support Services
EQUIPMENT LIST & PRICING SCHEDULE - VOICE PRINT INTERNATIONAL, INC.

Location	MODEL	UPGRADE SERIAL #	YEAR 1 Initial Term Price	YEAR 2 Initial Term Price	YEAR 3 Initial Term Price	YEAR 4 Option Term 1 Price	YEAR 5 Option Term 2 Price	6 MONTH Option Term 3 Price	RELOCATION REQUIRED
1 Altadena	VP-MXCH	51399	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
2 Avalon	VP-MXCH	51456	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
3 Bellflower	VP-MXCH	51434	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
4 Carson	VP-MXCH	51444	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
5 Lynwood	VP-MXCH	51431	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
6 Cerritos	VP-MXCH	51459	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
7 Compton	VP-MXCH	51419	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
8 E LA	VP-MXCH	51319	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
9 Energy Ops Bureau	VP-MXCH	51454	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
10 Industry	VP-MXCH	51428	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
11 Commerce	VP-MXCH	51436	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
12 La Mirada	VP-MXCH	51911	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
13 La Crescenta	VP-MXCH	51400	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
14 Lakewood	VP-MXCH	51435	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
15 Lancaster	VP-MXCH	51455	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
16 Lawndale	MN4-TK	51867	3,011.73	3,094.55	3,179.65	3,267.09	3,356.94	1,678.47	
17 South LA (was Lennox)	VP-MXCH	51417	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
18 Lomita	VP-MXCH	51450	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
19 Agoura	VP-MXCH	51442	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
20 Marina Del Rey	VP-MXCH	51453	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
21 Norwalk	VP-MXCH	51421	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
22 Palmdale	VP-MXCH	51430	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
23 Pico Rivera	VP-MXCH	51422	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
24 San Dimas	VP-MXCH	51432	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
25 Valencia	VP-MXCH	51429	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
26 Monterey Park	VP-MXCH	51809	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
27 Temple City	VP-MXCH	51402	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
28 Transit Svc Bur	VP-MXCH	51420	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
29 Walnut	VP-MXCH	51433	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
30 W Hollywood	VP-MXCH	51418	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
31 E LA College	VP-MXCH	51320	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
32 LA City College	VP-MXCH	51457	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
33 LA Trade Tech	VP-MXCH	51401	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
34 LA Mission College	VP-MXCH	51427	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
35 LA Harbor College	VP-MXCH	51449	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
36 LA Valley College	VP-MXCH	51437	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
37 Pierce College	VP-MXCH	51451	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
38 W LA College	VP-MXCH	51440	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
39 SW College	VP-MXCH	51458	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
40 Comm Ctr	VP-MXCH	51240	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	
41 Comm Ctr	VP-MXCH	51244	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	
42 Comm Ctr	VP-MXCH	51245	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	
43 Comm Ctr	VP-MXCH	51243	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	
44 Comm Ctr	VP-MXCH	51241	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	
45 Comm Ctr	VP-MXCH	51242	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	
46 Comm Ctr	VP-MXCH	51239	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	
47 Comm Ctr	VP-MXCH	51238	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	
48 Training	VP-MXCH	TBD	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	
			\$ 339,322.56	\$ 348,653.84	\$ 358,241.74	\$ 368,093.26	\$ 378,215.96	\$ 189,107.98	
									Maintenance and Support Services Total:
									\$ 1,961,635.34

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
Digital Voice Print Logging Recorder System Maintenance and Support Services
EQUIPMENT LIST & PRICING SCHEDULE - VOICE PRINT INTERNATIONAL, INC.

Location	MODEL	UPGRADE SERIAL #	YEAR 1 Initial Term Price	YEAR 2 Term Price	Initial Term Price	YEAR 3 Initial Term Price	YEAR 4 Option Term 1 Price	YEAR 5 Option Term 2 Price	6 MONTH Option Term 3 Price	RELOCATION REQUIRED
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This Agreement allows for up to 6 items of Equipment to be moved at no additional charge, which may require a one-time Teardown, Move and Reconfiguration (TMR) from their current location to their new location within a ten (10) mile geographical radius of their current location. For each item of Equipment scheduled for TMR in excess of six (6), Contractor's flat rate for EACH TMR shall be \$1,500.00. Refer to Subparagraph 3.9 of the Statement of Work (Exhibit B).

Contractor's Flat Rate fee for EACH TMR shall be: \$ 1,500.00

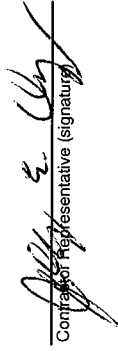
County's Contingency funds for excess TMRs (Up to ten (10) items of Equipment):	\$ 15,000.00
Maximum Contract Sum - (includes \$15,000 County's Contingency Funds for Excess TMR's):	\$ 1,996,635.34
Maximum Contract Sum Not To Exceed This Amount	

Contractor asserts that the below signed person is authorized to bind CONTRACTOR to the PRICING represented herein.

JEFFREY E. VISCO
Contractor Representative (Print)

Date

10-4-11


Contractor Representative (Signature)

CONTRACTOR'S EEO CERTIFICATION

Voice Print International
 Company Name
160 Camino Ruiz Camarillo Ca
 Address 93012
770496949
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	(✓)	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	()
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(✓)	()

Jeffrey E. Visger
 Signature

10-4-11
 Date

JEFFREY E. Visger Director of PSAP
 Name and Title of Signer (please print)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all criminal records and all data and information pertaining to persons and/or entities receiving services from the County, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all criminal records and all data and information pertaining to persons and/or entities receiving services from the County, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

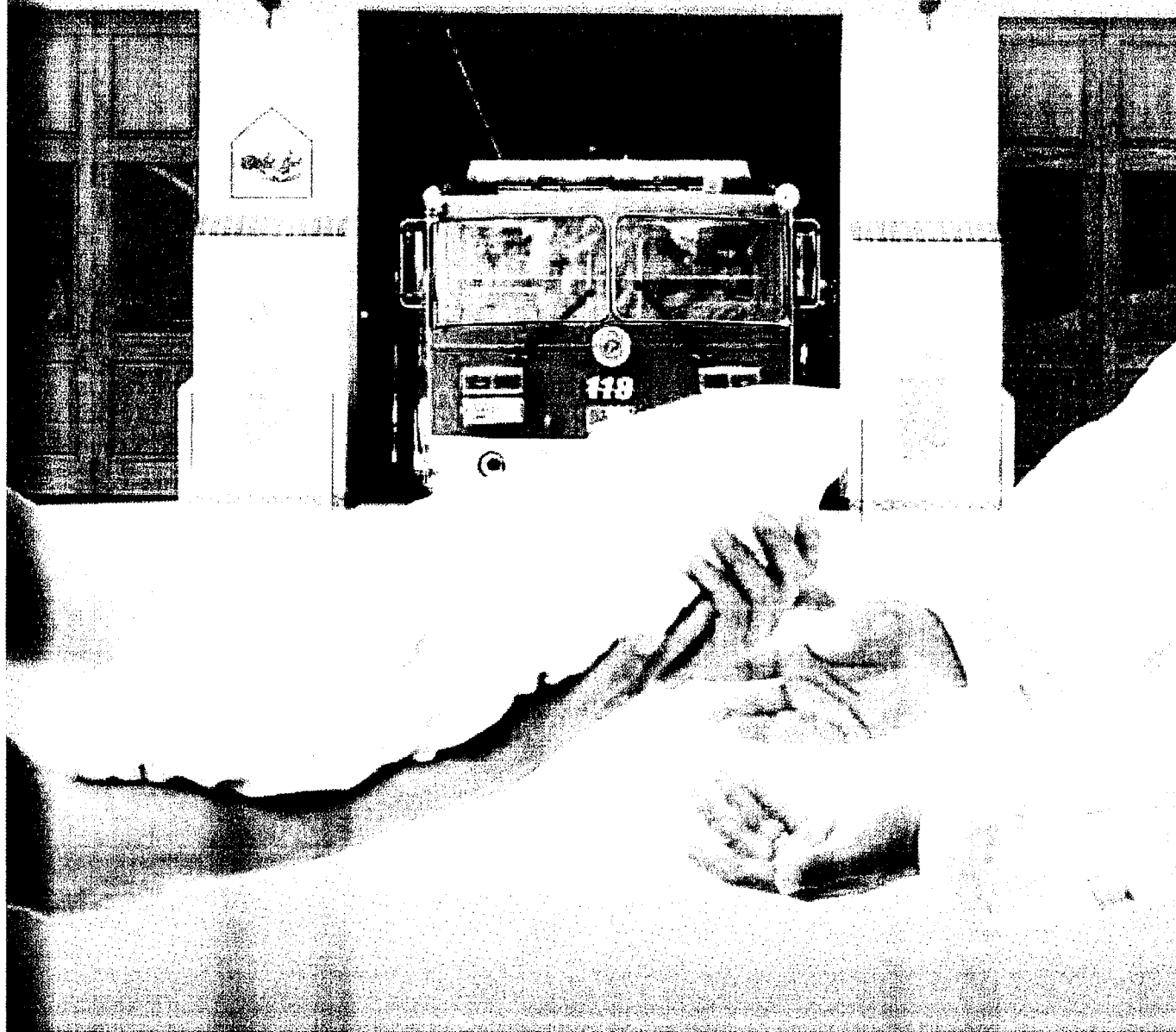
I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Safely Surrendered



Safely Surrendered

Baby Law

What is the Baby

Safely Surrendered Baby Law?

California's Safely Surrendered

Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

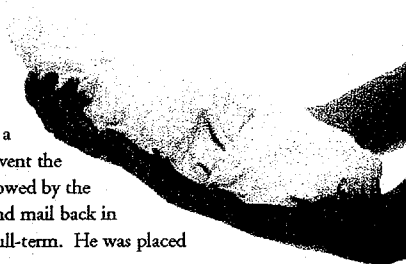
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*La ley de entrega de bebés sin peligro es una ley de protección
de ciertos hospitales de bomberos del Condado de Los Angeles*

Lev de Entrega de Bebés

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que quiere como está pensando en abandonar a un recién nacido, infórmele que tiene una opción. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM2.206.010 Findings and declarations.2.206.020 Definitions.2.206.030 Applicability.2.206.040 Required solicitation and contract language.2.206.050 Administration and compliance certification.2.206.060 Exclusions/Exemptions.2.206.070 Enforcement and remedies.2.206.080 Severability.**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:	Voice Print International		
Company Address:	160 Camino Ruiz		
City:	Camarillo	State:	CA Zip Code: 93012
Telephone Number:	805 389 5200	Email address:	JVisger@vpi-corp.com
Solicitation/Contract For	maintenance support Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

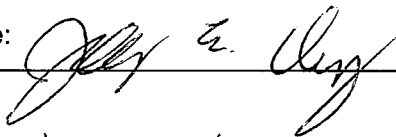
The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☒ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

no property in L.A. County.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: JEFFREY E. VISGER	Title: Director
Signature: 	Date: 10-4-11

Date: 10-4-11

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Contractor unable to meet this requirement shall not be considered for contract award.

Bidder shall complete all of the following information, sign where indicated below

A. Contractor has a proven record of hiring GAIN/GROW participants.

____ YES (subject to verification by County) X NO

B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants.

X YES ____ NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

X YES ____ NO ____ N/A (Program not available)

Contractor Organization: Voice Print International

Signature: Jeffrey E. Visger

Print Name: JEFFREY E. Visger

Title: Director Date: 10-4-11

Tel.#: 805-389-5200 Fax #: 805-389-5202

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

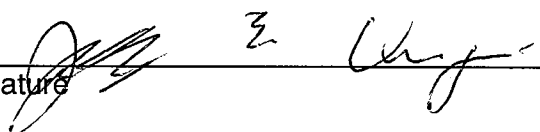
Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

VPI, JEFFREY E. Visger
Proposer Name

Director of PSAP
Proposer Official Title


Official's Signature

Cert. of No Conflict of Interest

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Jeffrey S. Chao

Date: _____

10-4-11

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

USER ACKNOWLEDGEMENT INFORMATION TECHNOLOGY ASSETS, COMPUTERS,
NETWORKS, SYSTEMS, AND DATA

As a Los Angeles County Sheriff's Department employee, contractor, vendor, employee of contractor or vendor, or other authorized user of Sheriff's Department's Information Technology (IT) assets including computers, networks, systems, and data, I understand that I occupy a position of trust. As a user of Sheriff's Department's IT assets, I agree to the following:

Security access controls: I will not subvert or bypass any security measure or system which has been implemented to control or restrict access to computers, networks, systems, or data. I will not share my computer identification codes (log-in ID, computer access codes, account codes, ID's, etc.) or passwords.

Approved business purposes: I will use Sheriff's Department's Information Technology (IT) assets including computers, networks, systems, and data for Sheriff's Department's management approved business purposes only.

Confidentiality: I will not access or disclose any program code, data, information, or documentation to any individual or organization unless specifically authorized to do so by the recognized information owner.

Computer virus and malicious code: I will not intentionally introduce any computer virus, worms or malicious code into any computer, network, system or data. I will not disable or delete computer security systems -- including virus detection and eradication software -- on computers, servers, or other computing devices.

Offensive materials: I will not access or send any offensive materials, e.g., sexually explicit, racial, harmful or insensitive text or images, over Sheriff's Department owned, leased or managed local or wide area networks, including the public Internet and other electronic mail systems, unless it is in the performance of my assigned job duties.

Public Internet: I understand that the Public Internet is uncensored and contains many sites that may be considered offensive in both text and images. I will use Sheriff's Department's Internet services for approved business purposes only, e.g., as a research tool or for electronic communication. I understand that the Sheriff's Department's Internet services are filtered, but I may still be exposed to offensive materials. I understand that my Internet activities may be logged and are subject to review by authorized individuals.

Electronic mail and other electronic data: I understand electronic mail (e-mail), mobile digital transmissions, and data, in either electronic or other forms, may be logged and are subject to review by authorized individuals.

Privacy: All electronic files and e-mail in Department systems are considered the property of the Los Angeles County Sheriff's Department and may be accessed without the employee's permission. The Department reserves the right to monitor electronic communications, data, and system such as e-mail, faxes, computer files, and networks. This may include inspecting files stored in Department systems, to ensure public resources are appropriately used for County-related business or in the course of employee supervision.

Copyrighted materials: I will not copy any licensed software or documentation except as permitted by the license agreement.

California Department of Justice Admonishment

As a Los Angeles County Sheriff's Department employee, contractor, vendor, employee of contractor or vendor, or other authorized user, you may have access to confidential criminal record and/or Department of Motor Vehicles record information which is controlled by statute. Misuse of such information may adversely affect the individual's civil rights and violates the law. California Penal Code Section 502 prescribes the penalties relating to computer crimes. California Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. California Penal Code Sections 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. California Government Code Section 6200 prescribes the felony penalties for misuse of public records and CLETS information. California Penal Code Sections 11142 and 13303 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

California Vehicle Code Section 1808.45 prescribes the penalties relating to misuse of Department of Motor Vehicles record information.

Any employee, contractor, vendor, employee of contractor or vendor, or other authorized user who is responsible for such misuse is subject to disciplinary action. Violations of this law may also result in criminal and/or civil actions.

I understand that my non-compliance with any portion of this agreement may result in disciplinary action including my suspension, discharge, denial of service, cancellation of contracts, or both civil and criminal penalties.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

User Signature

User Printed Name

Date

APPROVED AND ACKNOWLEDGED

Contractor Project Director Signature

Date

**APPROVE SOLE SOURCE AGREEMENT WITH VOICE PRINT INTERNATIONAL, INC.
TO PROVIDE VOICE PRINT DIGITAL LOGGING RECORDER EQUIPMENT AND
SOFTWARE SUPPORT SERVICES**

Contract Type:

New/Revised Term:

Base Term: 3 Yrs

Contract Components:

Project Executive Sponsor: David Betkey, Chief, Technical Services Division

Y-T-D Contract Expenditures	\$ 0
Requested Contract Amount	\$ 1,996,635.34
Aggregate Contract Amount	\$ 1,996,635.34

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment		Question
Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document? Not applicable. Voice recording technology is not included in the County's IT Directions Document.

Yes	No	Question
<input type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? Not applicable.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Agreement Description:

Sheriff's Department (Department) is requesting Board approval for a sole source Agreement with Voice Print International, Inc. (VPI) to provide hardware and software support services over a period of three years, beginning on November 2, 2011. The Department is also seeking delegated authority to amend the Agreement to:

- Execute two additional one-year and one six-month extensions beyond the base three-year term;
- Recognize a new agreement entity should VPI merge or be acquired;
- Include new or revised County agreement provisions adopted by the Board during the term of the Agreement; and
- Add, delete, or replace any System components that do not increase the Maximum Agreement Sum.

Background:

The Department currently utilizes forty-eight VPI Digital Logging Recorders (Devices) to record radio and telephone transmissions, including 911 emergency telephone calls and telephone calls for service, that are routinely required for criminal and civil court proceedings. Many municipal police departments and the County Fire Department are using similar Devices. The Department's hardware and software support services Agreement with VPI (Agreement Number 75630) will be expiring on November 1, 2011.

On August 16, 2011, the Department submitted an advanced notification regarding its intension to negotiate a sole source agreement with VPI based on the justification that VPI is the only authorized vendor that can support and service the Devices.

Project Justification/Benefits:

Approval of the sole source Agreement will provide uninterrupted hardware and software support services for the Devices, which are critical to the Department's patrol operations.

Project Metrics:

Service levels and corresponding financial penalties are defined in a Performance Requirements Summary and incorporated in the Agreement.

Impact on Service Delivery or Department Operations, if Proposal is Not Approved:

The Department will incur significant risk to its patrol operations if support services are not available to repair or replace the Devices in the event of failure.

Alternatives Considered:

None. VPI is the only authorized vendor to provide support services for the Devices.

Project Risks:

There is minimal project risk since VPI has been providing support services in the past five years and continues to be the only authorized vendor to provide support services for the Devices.

The Chief Information Security Officer reviewed the proposed Agreement and did not identify any security risks or issues.

Risk Mitigation Measures:

Service levels and corresponding penalties are incorporated into the Agreement.

Financial Analysis:

The Maximum Agreement Sum is \$1,996,635.34, if all the Agreement options are exercised. The Department will fund the Agreement through its annual operating budget. The pricing schedule for this Agreement is as follows:

Maintenance and support services for Year 1	\$ 339,322.56
Maintenance and support services for Year 2	\$ 348,653.84
Maintenance and support services for Year 3	\$ 358,241.74
Maintenance and support services for 1 st Option Year	\$ 368,093.26
Maintenance and support services for 2 nd Option Year	\$ 378,215.96
Maintenance and support services for additional six months	\$ 189,107.98
Contingency for a maximum of 10 replacement devices	\$15,000.00
Total Cost.....	\$ 1,996,635.34

CIO Concerns:

None.

CIO Recommendations:

My Office supports this action and recommends approval by the Board.

CIO APPROVAL

Date Received: 9/7/11

Prepared by: Peter Loo

Date: 9/22/11

Approved: 

Date: 10/5/11